generalized descriptions of new services that can be ordered on that interface.[48]

76. The lack of advance notice of changes in LENS puts CLECs at a severe disadvantage in comparison to BellSouth's own retail operations, particularly in view of the numerous unilateral changes that have been made -- and will continue to be made -- to LENS by BellSouth. Without knowledge of the changes, a CLEC is likely to experience considerable disruption and expense in its operations.

* * *

77. In the face of LENS' deficiencies, Mr. Stacy's attempt to portray LENS as somehow superior to BellSouth's systems is untenable. See Stacy OSS Aff., ¶ 12. In any event, his argument misses the point. I do not dispute his assertion that a BellSouth representative must use RNS for most types of residence orders, and DOE for business customers. Parity, however, does not exist by virtue of the greater number of interfaces used by BellSouth, as opposed to those used by a CLEC; the issue is whether a CLEC representative has the same degree of access to the BellSouth systems, including BellSouth's legacy systems, as a BellSouth sales

[48] The release notes feature on LENS is of little assistance to a CLEC, because BellSouth does not use its release notes to provide CLECs with advance notice of an upcoming change; rather, the release notes only describe changes after BellSouth has unilaterally implemented them. In addition, LENS has no mechanism for advising a CLEC that a new release note has been issued. Thus, a CLEC will learn of such changes only by checking the release notes periodically. The release notes also do not indicate how a CLEC is to implement a change, including how to access a new service. Even the descriptions are often unreliable and contain wrong service availability dates. For example, on July 18 BellSouth added a new posting to the release notes, stating that suspend and restore capability had been added to LENS as of June 30. In reality, however, that capability was not added to LENS until July 18 -- and even today, BellSouth has still not provided CLECs with information on how to use this capability.

representative, such that CLEC customers could have the same experience as BellSouth customers when they order service.[49]

78. BellSouth's own representatives are not required to perform pre-ordering functions separately from ordering functions, because BellSouth has integrated in its own ordering systems the retrieval of the information that CLECs must obtain from BellSouth in the pre-ordering process. Thus, when an existing BellSouth customer calls a BellSouth agent to request a change in service, and the customer advises the representative of its telephone number, BellSouth's systems automatically initiate a service order screen, with all necessary CSR data populated into that order. When a customer calls BellSouth asking for a new connection, the BellSouth representative performs an address validation, and the BellSouth system then assigns a new telephone number as desired by the representative. BellSouth has not provided CLECs with the interfaces and specifications needed to replicate these capabilities in their systems. Thus, contrary to Mr. Stacy's assertions, pre-ordering transactions using LENS are distinguishable from, and inferior to, pre-ordering transactions conducted by BellSouth, from both a customer and business perspective. See Stacy OSS Aff., ¶ 9.

[49] Mr. Stacy similarly misses the mark in attempting to establish that there is parity in the availability of products and services by offering copies of the products and services main menu screens as they appear on RNS, DOE, and LENS. Stacy OSS Aff., ¶ 26 & Exhs. WNS-11 to WNS-13. Although a requirement of parity is that the CLEC be able to order the same range of products and services as BellSouth, parity also requires that (for example) in ordering those products and services CLECs have access to the same editing functions and business rules as BellSouth. Otherwise, BellSouth cannot meet the critical requirement that CLECs and their customers have the same experience in pre-ordering as the sales representatives and customers of BellSouth.

79. Even leaving aside BellSouth's capability of automatically populating its service orders, CLECs cannot obtain all of the same information via LENS in the pre-ordering process that BellSouth can obtain through its systems. Information from the address validation function is but one example.[50] In short, Mr. Stacy's focus on the number of systems cannot mask the simple fact that LENS does not provide parity of access.

* * *

80. Although the aforementioned problems occur in the Inquiry Mode of LENS, they will not be solved by using LENS' Firm Order Mode, which Mr. Stacy cites as an alternative means of performing pre-ordering functions in that interface.[51] Stacy OSS Aff., ¶ 11. In reality, the Firm Order Mode addresses only three of these problems, and creates several other new ones.

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[50] BellSouth's RNS system displays driving instructions and a neighbor's phone number, and its DOE system provides the identification of the serving central office. LENS does neither. Mr. Stacy admits that RNS shows driving instructions, but suggests that the inability of LENS to display similar information is justified because the proliferation of 911 services have made the use and updating of such information unnecessary. Stacy OSS Aff., ¶ 18. However, driving instructions continue to be necessary today in many rural areas even where houses are assigned telephone numbers. Mr. Stacy cites no support for his suggestion that BellSouth can deny functionality to a CLEC whenever it unilaterally deems that functionality to be "rarely used."

LENS also does not provide complete product and service information as a pre-ordering interface. Although LENS provides availability status, availability date, and tariff notes for some services, such information is not available for services like "ESSX" and "MultiServ." BellSouth represented at one point that information for the latter services was available on LENS, but this information could not be retrieved during LENS demonstrations that I attended on May 5 and 13, 1997. Instead, after several minutes of waiting for the information, LENS had to be shut down and restarted. It now appears that BellSouth "solved" its problem simply by removing the information from LENS.

[51] The Inquiry Mode of LENS is designed to perform only pre-ordering functions. LENS' Firm Order Mode includes both pre-ordering and ordering capabilities.

81. The use of LENS in the Firm Order Mode would possibly have three advantages not enjoyed if one uses the Inquiry Mode: (1) the user would be able to obtain a calculated due date from DSAP (for those limited products and services that can be ordered through the LENS Firm Order Mode); (2) the user would not be required to validate the customer address after performing each pre-ordering function; and (3) the user would not be subject to the restrictions on telephone numbers. However, all of the other aspects of LENS denying parity of access, including the requirement of dual data entry, would exist in the Firm Order Mode.

82. In addition, use of the Firm Order Mode of LENS for pre-ordering would create other disadvantages for CLECs. In contrast to the Inquiry Mode, which allows users to perform functions in a random sequence, the Firm Order Mode requires users to perform the functions in a required sequence through dozens of screens, as if they were placing an order -- thus requiring them to use even more screens. Furthermore, the Firm Order Mode allows users to perform pre-ordering functions only for those products, services, and transactions that can actually be ordered through that mode -- which, as I describe in Attachment 19, is a far smaller range than that available through the Inquiry Mode of LENS.[52]

83. Use of the Firm Order Mode also would offer little benefit to CLECs which, like AT&T, will ultimately use EDI as their actual ordering interface. Such users would be

[52] For example, a user operating LENS in the Firm Order Mode could not perform pre-ordering transactions for an order to add a feature, because LENS does not have the capability for transmitting such an order. A user could also use LENS only for the 8 families of services that can be ordered through LENS -- not for the additional 106 families of services that are displayed in the Inquiry Mode. See Attachment 19.

required to (1) complete the entire pre-ordering and ordering transactions in the Firm Order Mode, (2) then abort the LENS order (at which point the due date and telephone number would be canceled), and (3) then enter the order into EDI. Such a procedure is both cumbersome and counterproductive. Use of the Firm Order Mode could also cause greater customer dissatisfaction than using the Inquiry Mode, due to the lack of integration of LENS with EDI. Because a CLEC using EDI must translate and re-type the pre-ordering information into the EDI service order, the due date and telephone number obtained via the Firm Order Mode could become unavailable by the time that the CLEC's order is processed by the BellSouth OSS.[53] In those circumstances, the CLEC will need to re-contact the customer and advise it that the previously-assigned due date and number, on which the customer has probably already begun to

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[53] Although in theory new entrants operating in LENS' Firm Order Mode have access to DSAP to obtain due dates for EDI orders, it would not be practical to do so. To obtain access to DSAP, which is the last step before submitting a LENS order to BellSouth, a new entrant would be required to go through dozens of steps. Even if those steps were completed, the due date that was obtained might be changed by BellSouth before the EDI order was received, because LENS reserves due dates only for those orders actually submitted via LENS. Moreover, BellSouth has not shown that the calculated due dates will be accurate. For example, at the "demonstration" of LENS conducted by BellSouth before the Louisiana PSC in August 1997, the DSAP-calculated due date for a migration order was listed as the following day when LENS was operated in the Firm Order Mode -- even though BellSouth's established policy is that such orders are completed the same day where, as was the case during the demonstration, the order is submitted prior to 3:00 p.m. BellSouth has admitted that the due dates on its Firm Order Mode are erroneous, but has simply promised to correct the problem. In fact, BellSouth advised CLECs on September 2, 1997 that BellSouth was "re-evaluating" the due date function of the Firm Order Mode of LENS, because CLECs using that mode to place Migration As Specified orders or orders for new installations "may not always be calculating the correct due date for those order types for some locations." See letter from J.M. Baker (BellSouth) to CLEC customers, dated September 2, 1997 (Attachment 20 hereto). Although Mr. Stacy asserts that the problem has been corrected (Stacy OSS Aff., ¶ 36), he offers no proof that this is so.

rely, are in fact not available. The result will be customer dissatisfaction and even cancellation of the order by the customer.

84. A number of the shortcomings of the Firm Order Mode will have a limited impact on the smaller CLECs for whom, as Mr. Stacy has previously admitted, the ordering capability of LENS was designed.[54] For small CLECs, the limited range of products and services on LENS may be suitable; instances where they are required to order other products and services may be rare, and sending orders for them by facsimile may therefore be less of a burden. For larger CLECs like AT&T, however, which will account for the overwhelming majority of CLEC orders, the burdens of the Firm Order Mode are too substantial to utilize it; instead, they will use LENS' Inquiry Mode and submit orders through EDI. In other words, BellSouth has made the pre-ordering mode that most CLECs will use on LENS even more burdensome than the manual method that will be used by the smaller carriers.

85. Given the deficiencies of LENS in either of its modes, Mr. Stacy ignores reality in asserting that "From the customer's perspective, pre-ordering interactions with a CLEC using LENS are indistinguishable from pre-ordering interactions with BellSouth." Stacy OSS Aff., ¶ 9. A customer, for example, will notice the delay caused when a CLEC representative, using the LENS installation calendar, must pause to calculate the next available due date (rather than be automatically advised of that date, as are BellSouth's representatives). A customer will

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[54] See Attachment 13, Deposition of William N. Stacy taken August 14, 1997, in Docket No. 960786-TL (Fla. PSC), pp. 55-56 ("We did, for the small carriers, produce the integrated solution called LENS that includes both ordering and pre-ordering believing that some of the small carriers would not want to adapt to their systems or commit to [the EDI] work effort on their own").

notice the delay experienced when the CLEC representative determines from LENS that the CLEC has no reserved numbers available, and must therefore call BellSouth for additional numbers. A customer will notice the delay experienced when CLEC representatives using EDI for ordering must pause and translate a customer's service USOC to English when confirming customer-desired features. These and other delays are not experienced when a customer calls a BellSouth representative, who has access to an automated, fully integrated system.

86. For these reasons, neither the Inquiry Mode nor the Firm Order Mode of LENS provides parity of access in pre-ordering.[55]

b. In View of BellSouth's Recent Decision Not to Comply With The Mutually Agreed-Upon Specifications For the Permanent Pre-Ordering Interface, It Is Unlikely That the Pre-Ordering Interface Scheduled For Implementation In December Will Provide Nondiscriminatory Access.

87. Until recent months, AT&T believed that the permanent pre-ordering interface, which the Interconnection Agreement requires to be implemented by December 31, 1997, based on mutually-agreed specifications, had the potential for providing nondiscriminatory access.[56] BellSouth, however, has now reneged on some of the specifications

[55] Attachment 21 to my testimony compares LENS' pre-ordering functionality in the Inquiry Mode with that in the Firm Order Mode.

[56] Mr. Stacy, understandably, does not rely on the "interim" pre-ordering interfaces that BellSouth has agreed to provide to AT&T under the Interconnection Agreement until the "permanent" electronic interfaces are operational. Interconnection Agreement, Att. 15, § 4.5. The "interim" interfaces clearly do not provide nondiscriminatory access to BellSouth's OSS for pre-ordering. First, the interim pre-ordering interfaces offered by BellSouth require substantial manual intervention. With respect to appointment scheduling, the Agreement requires BellSouth to provide "paper standard interval guidelines." Id. Similarly, the interim pre-ordering interfaces

to which it previously agreed. Unless BellSouth reconsiders and adheres fully to the specifications, even the permanent pre-ordering interfaces will not provide parity of access.

88. Based upon the language in AT&T's Interconnection Agreement, and the movement of the industry toward adoption of standards for pre-ordering,[57] AT&T believed -- until just recently -- that the pre-ordering interface scheduled for implementation in December would not be LENS, or any variation of LENS. In contrast to the permanent pre-ordering interface required by the Agreement, LENS is not an "electronic interface," requires substantial human intervention, and is not based on industry standards. The Agreement itself recognizes that LENS is only an interim pre-ordering interface. Id., Att. 15, § 4.5.1.

89. Furthermore, in March 1997 AT&T and BellSouth agreed to specifications regarding the necessary capabilities for the permanent pre-ordering interface that would have eliminated the current defects of LENS which deny parity of access. The specifications, for example, give AT&T the ability: (1) to obtain a firm calculated due date at parity with the due

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offered in the Agreement provide access to CSRs only pursuant to a three-way telephone call between the customer, the AT&T representative, and a BellSouth representative, or by a facsimile exchange of the customer's letter of authorization. Id. Even under LENS, access to CSRs is far easier because it can be obtained simply by submitting a blanket letter of authorization. Second, like the LENS pre-ordering functionality, the Agreement limits AT&T to a defined block of 100 telephone numbers per NPA-NXX for its sole use, precluding AT&T from satisfying its customers' request for special numbers (such as contiguous blocks of numbers or vanity numbers) without the manual intervention of a BellSouth service representative. Id., § 28.1.1.4 & Att. 15, § 4.5. See ¶¶ 58-65, supra. The deficiencies in these "interfaces" are thus, if anything, even greater than those in LENS. It was for that reason that AT&T advised BellSouth that it would be using LENS as its pre-ordering interface until the permanent pre-ordering interface specified in the Agreement become available.

[57] See ¶ 35 & fn.21, supra.

dates BellSouth provides to itself; (2) to receive CSR information in such a way as to use it to populate AT&T's systems and databases; and (3) the ability to obtain parity access to telephone numbers, thus negating the above-described 100 number/5 percent limitation. Until July 1997, BellSouth gave AT&T every reason to believe that it would abide by these specifications.

90. In July 1997, however, BellSouth for the first time advised AT&T -- without prior consultation and without the agreement of AT&T -- that it will not comply with these specifications. Instead, BellSouth now plans to provide a pre-ordering interface that will essentially offer only the functionality currently available in LENS.[58] As described by BellSouth, this permanent interface will eliminate the need for dual data entry, because the interface will be capable of being integrated with the permanent EDI ordering interface, assuming that BellSouth provides AT&T with the specifications and business rules necessary to implement the integration on AT&T's side of the gateway. However, as contemplated by BellSouth, the permanent pre-ordering interface will contain defects currently in the LENS interface that deny parity of access. CLECs using EDI for their ordering interface will still be unable to obtain firm, calculated due dates, or to reserve telephone numbers beyond the current limitations. CLECs will still have difficulty in parsing data on customer service records. Each of these deficiencies will put CLECs at a distinct competitive disadvantage, since CLEC customers will experience increased order placement time, service delivery time, and error rates that BellSouth customers do not encounter. See ¶¶ 51-55, 58-65, 71-73, supra.

[58] Thus, Mr. Stacy's statement that "BellSouth is developing a machine-to-machine [pre-ordering] interface designed to AT&T's specifications" is highly misleading. Stacy OSS Aff., ¶ 42.

91. BellSouth's refusal to provide for direct access to the essential functionality of DSAP in the pre-ordering interface, which enables CLECs to obtain calculated due dates and appointments, is particularly unjustifiable. AT&T has prepared all of the data elements that are necessary to allow a CLEC direct access to DSAP in that interface. BellSouth, however, has responded that its systems are incapable of providing such access. That explanation is implausible, given that BellSouth's own systems currently provide such access to its own customer sales representatives.

92. AT&T has objected to BellSouth's decision regarding the permanent pre-ordering interface. AT&T has advised BellSouth that the inability to obtain calculated due dates on that interface is by itself a denial of parity. BellSouth, however, simply confirmed that under the permanent pre-ordering interface AT&T will continue to lack access to DSAP.[59] It has also confirmed that it intends to continue to apply the existing restrictions on telephone numbers.

93. If BellSouth's permanent pre-ordering interface did not include the above-described deficiencies with respect to due dates, telephone number reservations, and CSRs, that interface (if designed pursuant to the agreed-to specifications) would -- at least in theory -- offer the possibility of parity of access. However, if BellSouth continues down its stated path, nondiscriminatory access will not be possible even in the long run.

2. Ordering and Provisioning

94. When a customer requests local service from AT&T, the AT&T

[59] Copies of correspondence between AT&T and BellSouth regarding the due date issue are attached to my testimony as Attachment 22.

representative must be able to identify the services and features that the customer wants, record how the customer wishes its directory listing to appear in the directory assistance bureaus and white pages, subscribe the customer to a primary interexchange carrier ("PIC"), confirm the scheduling of any necessary premises work, and define any customer blocking requirements (e.g., 900 numbers and collect calls). The ordering interface must therefore permit AT&T to record, transmit, and review this information accurately and promptly to BellSouth, such that AT&T's orders are given the same priority and treatment as BellSouth's orders.

95. Similarly, parity requires that the interface for the provisioning of service allow the installation of new service or change of local service to occur as swiftly and reliably as the provisioning of service to BellSouth's retail customers. The interface must inform AT&T of order jeopardy or special handling requirements, order status, and order completion as quickly and accurately as BellSouth receives such information through its systems. As the Commission has noted, such notices play a "critical role" in a CLEC's ability to keep its customer advised of such matters as installation dates and to modify a customer's order prior to completion, if necessary. Ameritech Michigan Order, ¶ 186.

96. Although the SGAT identifies no ordering and provisioning interfaces, Mr. Stacy asserts that BellSouth provides resellers with ordering and provisioning capabilities through the EDI interface. See Stacy OSS Aff., ¶ 53. He further suggests that LENS is available as an alternative. Id., ¶¶ 56, 58. Neither of these interfaces, however, provides resellers with the same ordering and provisioning capabilities that BellSouth enjoys in dealing with its own customers.

a. EDI

97. The version of EDI currently offered by BellSouth to AT&T as an ordering interface -- "Phase I EDI" -- does not provide parity of access to BellSouth's OSS. Although preferable to LENS, BellSouth's EDI interface is not capable of providing fully electronic processing and does not provide CLECs with the same range of ordering capability, integration to BellSouth's legacy systems, and functionality that is available to BellSouth itself in performing the same ordering functions in its retail operations.

98. As Mr. Stacy states, EDI is the electronic interface sanctioned by the Ordering and Billing Forum ("OBF") for local service requests. Although the SGAT does not mention EDI (see SGAT, p. 7), BellSouth's Ordering Guides state that new entrants may use EDI to transmit certain local service requests to BellSouth and receive an acknowledgment of each request.[60] In addition, the Interconnection Agreement between AT&T and BellSouth requires

[60] See Resale Ordering Guidelines, Tab 14. It appears that the intended capability and functionality of the "Ordering Guides" EDI interface are intended to be similar, if not totally identical, to that of the interim Phase I/Phase II EDI interface specified in the Interconnection Agreement. The major differences between the EDI interface referred to in the Ordering Guides and the interim EDI interface specified in the Interconnection Agreement lie in the sources of the development of the interface. Phase I of the interim EDI ordering interface under the Interconnection Agreement was jointly developed by BellSouth and AT&T and is being used by AT&T. Interconnection Agreement, Att. 15, § 4.2. By contrast, the "Ordering Guides" EDI interface (which includes Phase II EDI) was developed unilaterally by BellSouth and has only been implemented in the form of a personal computer-based software package ("PC EDI") commercially available from a third party based upon specifications developed by BellSouth without any carrier-to-carrier testing. See Stacy OSS Aff., ¶ 53. "PC EDI" is intended for use by small and medium-sized CLECs with relatively small volumes of orders, which makes it impractical for larger CLECs such as AT&T. Of the five CLECs listed by BellSouth as using EDI, four use PC-EDI. Id., ¶¶ 54, 113.

BellSouth to provide an "interim" EDI interface (consisting of a Phase I and Phase II)[61] until the implementation of a permanent EDI ordering interface, which is currently scheduled for December 1997. Interconnection Agreement, Att. 15, §§ 4.2, 5.1.[62]

99. The only interim EDI interface currently in operation is Phase I EDI. Phase I EDI provides the capability to order only business and residential POTS (plain old telephone service) (including vertical features), PBX trunks, and DID trunks -- and even for these offerings, it does not provide parity of access. Phase II EDI is intended to provide the capability to order all services available for resale under BellSouth's General Subscriber Tariff and Private Line Tariff. However, BellSouth's Phase II is not operational. It has been implemented only as a stand-alone personal computer-based package, which is not suitable for large CLECs. Phase II has not been developed as a machine-to-machine interface because it has not met its required design

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[61] The Interconnection Agreement provides for an "interim" EDI to be offered by BellSouth to AT&T, consisting of a jointly developed Phase I EDI interface operating over a value added network provider communications linkage, and a Phase II EDI interface to be developed by BellSouth. See Interconnection Agreement, Att. 15, § 4.2.

[62] The permanent EDI interface that is required by the Interconnection Agreement, and scheduled for implementation in December 1997, will be based on industry standards and mutually agreed-to supplemental specifications. Thus, the current inconsistencies between the specifications and mapping of data elements for Phase II EDI and those for the Phase I EDI jointly developed by AT&T and BellSouth will be eliminated when the permanent EDI is implemented. In addition, the permanent EDI interface will contain enhancements over the Phase I and Phase II interim interfaces, both for resale and for customer-specific UNEs (such as loops and ports). BellSouth has also agreed to adapt the permanent EDI process to comply with standards adopted by appropriate industry groups within seven months after adoption of such standards. Interconnection Agreement, Att. 15, §§ 5.1, 5.2.3, 5.2.4, 5.2.5.1, 5.2.7.

objectives.[63] Even if BellSouth's specifications for Phase II EDI were finalized (and they are not), it would be impractical for CLECs to devote the time and expense required to perform the testing and other steps necessary to use the interface, since such steps could not be completed before the permanent EDI interface is implemented in December 1997.[64]

100. In contrast to LENS, which is proprietary to BellSouth and subject to constant unilateral change by BellSouth, EDI is based on industry standards and can be electronically interconnected to a CLEC's OSS. Despite EDI's advantages over LENS, BellSouth's interim Phase I EDI ordering interface, as currently deployed, does not offer CLECs parity of access in a number of areas:

(1) manual processing;

(2) the range of services that can be ordered;

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[63] Although BellSouth has asserted that its Phase II EDI interface was "ready" as of December 15, 1996, BellSouth has unilaterally issued five versions of EDI documentation since that time. Each of the new versions has significantly changed the Phase II interface, including the basic coding philosophy. BellSouth has indicated that a sixth version will be necessary to conform to the Standards Guidelines known as TCIF Issue 7 (EDI Version 7.0). As in the case of LENS, BellSouth's constant, unilateral changes to the Phase II interface specifications preclude CLECs from taking the necessary steps to use Phase II EDI. Although Mr. Stacy defends the constant updates to the EDI specifications as necessary to comply with evolving OBF standards (Stacy OSS Aff., ¶ 137), the two additional versions of EDI that BellSouth has issued since OBF's publication of the standards did not merely update the implementation guides to reflect the OBF standards, but added material on other matters not published by the OBF (i.e., matters unilaterally decided by BellSouth), such as jeopardy notices and directory listings.

[64] BellSouth's development of, and constant changes to, the Phase II EDI specifications make it questionable whether BellSouth will implement a permanent ordering and provisioning interface that is fully compliant with industry standards, as required by the Interconnection Agreement. Rather than develop the Phase II specifications jointly with AT&T, BellSouth developed them unilaterally, without consultation with AT&T.

(3) real-time capability; and

(4) confirmations and completion notices.

Each of these will be examined in turn.

101. First, BellSouth's Phase I EDI interface requires manual processing by CLECs and BellSouth that is not required or involved when BellSouth's service representatives perform the same ordering functions. These areas involve: (i) manual transmission of error, reject, and jeopardy notices; (ii) the manual processing of service orders; and (iii) orders for complex services.

102. **(i): Manual Transmission of Error, Reject and Jeopardy Notices.** A CLEC needs timely notification of any problems with orders that it has submitted, in order to ensure that customers receive the service that they requested on the date that they desired. A CLEC, however, cannot receive through BellSouth's Phase I EDI ordering interface such crucial items as error notices, notices of rejection and jeopardy notices, even though BellSouth itself receives such data electronically -- and despite the fact that the Interconnection Agreement requires BellSouth to provide AT&T with the electronic capability to receive such notices by March 31, 1997.[65] Instead, BellSouth sends these notices to new entrants only via facsimile or telephone. The new entrant must then manually input these faxed or telephoned notices and

[65] See Interconnection Agreement, § 28.6.4. After it failed to provide this capability by March 31, BellSouth promised to do so (at least for rejection notices) by April 21, July 31, September 8, and then November (at the earliest), despite protests by AT&T. See letter from Pamela Nelson (AT&T) to Jan Burriss (BellSouth), dated August 21, 1997 (Attachment 23 hereto). Mr. Stacy's estimate of the first quarter of 1998 is BellSouth's latest revision of its schedule. Stacy OSS Aff., ¶ 75.

reports into its own OSSs before it can respond to them. This duplicative manual process thus requires (1) BellSouth to transcribe manually the information and (2) AT&T to input the information manually into its systems -- a process that both unnecessarily delays the provision of service to AT&T's customers and raises the possibility of further errors. BellSouth acknowledges the manual nature of the process, but simply promises that electronic capability to send and receive error notices is scheduled for 1998. Stacy OSS Aff., ¶ 75.[66]

103. The delays caused by manual transmission are particularly acute in the case of rejection notices. BellSouth's rejection notices usually do not set forth codes that would readily communicate the cause for rejection of an order.[67] Instead, the CLECs receive notices that contain the handwritten, narrative interpretation of the BellSouth representative of the reason for the rejection. Often these interpretations are incomplete, confusing or inconsistent, requiring AT&T to contact BellSouth for clarification -- which means further delay before the order can be resubmitted and completed. The manual process also makes it difficult for AT&T to monitor the rejection rate for its orders and the reasons for the rejections.

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[66] Mr. Stacy's table comparing the capabilities of LENS and the EDI interface in terms of access to provisioning data is, of course, irrelevant to the issue of whether the EDI interface provides parity of access. Stacy OSS Aff., ¶ 75 (p. 24). To determine whether parity of access exists, one must compare the capabilities of the EDI interface with BellSouth's systems, and ascertain whether the CLEC using the EDI interface has the same experience as the BellSouth representative operating RNS or DOE.

[67] Copies of some of the BellSouth rejection notices faxed to AT&T are attached to my testimony as Attachment 24. Although BellSouth has argued in state § 271 proceedings that its Form 997 constitutes an electronic rejection notice, the "997" advises a CLEC only when the syntax of an EDI message is incorrect; it is not generated to notify CLECs of other types of errors, such as content that is inconsistent with BellSouth's business and edit rules.

104. The notices provided to AT&T via BellSouth's EDI interface are clearly inferior to the notices that are provided, electronically and in real time, to the BellSouth representatives. BellSouth has acknowledged to AT&T that the quality of the rejection notices sent to AT&T are inferior to those provided to BellSouth sales representatives.

105. **(ii): Manual Processing of Service Orders.** BellSouth contends that its Local Exchange Service Order Generator ("LESOG") is operational and allows BellSouth to process CLEC EDI orders without manual intervention. However, AT&T's experience to date with the EDI ordering interface suggests that, notwithstanding BellSouth's purported machine-to-machine capabilities, BellSouth still manually processes many CLEC orders received via the EDI interface. Until April 1 BellSouth inputted AT&T's orders manually into its legacy systems -- rather than use LESOG -- during joint testing of the Phase I EDI interface with AT&T. After April, and for more than five months, BellSouth failed to honor AT&T's request for information concerning the number and percentages of AT&T's Phase I EDI orders that were electronically directed to the LESOG system, as opposed to orders that were diverted to manual processing by BellSouth's Local Carrier Service Center ("LCSC").[68] When AT&T raised this matter before the Louisiana PSC, BellSouth responded that "AT&T does not need to know" such information.[69]

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[68] See letter from Beverly Simmons (AT&T) to Martha Romano (BellSouth), dated May 8, 1997; letter from Beverly Simmons (AT&T) to Margaret Garvin (BellSouth), dated September 18, 1997 (Attachment 25 hereto).

[69] See Attachment 9, BellSouth's August 11, 1997, responses in La. PSC Docket No. U-22252, p. 89 (response to Item No. AT&T p. 13, q. 8) ("AT&T does not need to know internal systems

106. BellSouth's recent responses to AT&T's discovery requests in Florida leave little doubt that a substantial percentage of AT&T orders sent via the Phase I EDI interface are manually processed by BellSouth. As will be discussed below, BellSouth acknowledged in its discovery responses that the flow-through rates for all LENS and EDI orders were 26.2 percent for July, and 33.7 percent for August. The flow-through rate for any given week during these two months never exceeded 40.4 percent, and in half of the weeks did not exceed 26.4 percent.[70] Since BellSouth's discovery responses suggest that the vast majority of all orders sent via LENS and EDI to date are orders from AT&T,[71] the low flow-through rates suggest that a high percentage of AT&T orders are manually processed by BellSouth, even if one assumed that all LENS orders are processed manually.

107. The high rate of manual processing of orders sent via Phase I EDI is further confirmed by the flow-through data attached as an exhibit to Mr. Stacy's testimony. See Stacy

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output measurements; what is needed by AT&T is the outcome of the ordering process such as due dates and Firm Order Completions").

[70] See ¶ 206, infra; Attachment 26 hereto, BellSouth's Response to AT&T's First Set of Interrogatories in Docket No. 960786-TL (Fla. PSC), response to Item No. 1.

[71] A chart supplied by BellSouth and dated August 18, 1997 stated that to date 1,338 orders had been sent via LENS, and 5,189 orders via EDI. See Attachment 26 hereto, BellSouth's Responses To AT&T's First Set of Interrogatories in Docket No. 960868-TL (Fla. PSC), response to Item No. 10. The chart (which has been redacted for CLEC-specific identifying information) listed two categories of EDI; 5,128 orders were listed under the first category, and 61 orders under the second. Id. Based on AT&T's records, it is clear that the 5,128 orders in the first category (or nearly 80 percent of all orders sent via LENS and EDI) are those sent by AT&T.

Aff., ¶ 112 & Exh. WNS-41. Although the company-by-company volume data set forth in Mr. Stacy's flow-through chart does not identify companies by name, AT&T's records suggest that company "F" -- which submitted a majority of "eligible LSRs" in July and August -- is AT&T. The flow-through rates for company "F" were only **[xx]** percent in July and **[xx]** percent in August. Id., Exh. WNS-41.

108. AT&T recently received additional confirmation that a substantial portion of its orders sent via the EDI interface are being manually processed by BellSouth. More than a month ago, AT&T began receiving complaints from customers who had migrated from BellSouth that they had experienced service interruptions lasting up to 24 hours on the day when the migration occurred. After initially denying that such interruptions were possible, BellSouth explained to AT&T that the interruptions are due to errors in the coding of its Local Exchange Service Order Generator ("LESOG") programs that cause the installation orders for migrations to fall out for manual processing.

109. Specifically, when BellSouth receives a migration order from AT&T via the EDI interface, LESOG generates two service orders -- a disconnect order and a new connect (i.e., installation) order. Although both orders are supposed to be processed mechanically (thus ensuring a seamless changeover), that has not been the case; the new connect order has fallen out to BellSouth's Local Carrier Service Center for manual processing, due to entry of an incorrect field identifier on the order by the LESOG programs, while the disconnect order has been processed mechanically. Due to the additional time required for manual processing of the new connect order, customers experience disconnection of their service until the manually-handled

portion of the order is finally provisioned by BellSouth.

110. BellSouth's manual processing affects most of AT&T's submissions over the EDI interface, since most of AT&T's current orders are migration orders. AT&T has requested that BellSouth immediately take corrective action to ensure that this problem will not recur, but BellSouth has not taken such action. In view of BellSouth's low overall flow-through rate, however, there is no assurance that the manual processing problem will be eliminated even if the LESOG programs enter correct field identifiers on migration installation orders.[72]

111. **(iii): Orders for Complex Services.** Mr. Stacy acknowledges that complex services requiring account team handling, such as MultiServ service, are not handled for CLECs by Phase I EDI, but asserts that all such orders are also handled manually by BellSouth, whether for BellSouth or for the CLECs. Stacy OSS Aff., ¶¶ 65-70. Mr. Stacy, however, has obfuscated the issue by confusing the pre-ordering process with the ordering process.[73] The BellSouth "manual" activities described by Mr. Stacy essentially involve the process of designing the service and obtaining the customer's approval of the BellSouth proposal for provision of the service. While BellSouth may manually gather pre-ordering information for complex services, once the customer approves the BellSouth proposal, the BellSouth representative inputs the order

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[72] Although BellSouth asserts that it was unaware of the errors by LESOG's programs until it was advised by AT&T last month, LESOG has been in operation since at least April. Further, the incident calls into question BellSouth's claim that it has adequately tested its systems.

[73] In addition, Mr. Stacy's assertion that four complex services can be ordered through the EDI interface is misleading. See Stacy OSS Aff., ¶ 63. Because Phase II EDI has not been implemented for the "mainframe" EDI used by AT&T, these services are only available (if at all) though PC EDI.

directly and electronically into BellSouth's systems. Id., ¶ 68.

112. By contrast, at no stage can a CLEC enter a complex order into its own systems and have it be electronically transmitted to, and processed by, BellSouth. BellSouth's process requires that CLEC orders for complex services be handled by BellSouth, although BellSouth has never advised AT&T of the procedure for submitting such orders.[74] The CLEC orders are typed by BellSouth's representative into BellSouth's systems. BellSouth does not supply these orders to the CLEC; a CLEC has access only to such data in the order that might also appear in the FOC and the CSR, neither of which would supply all of the information in the order. Even if a CLEC had access to all of the ordering data, the order as reconstructed by the CLEC would not actually be submitted to BellSouth, and therefore would not be subject to the same edit checks that are made in BellSouth's own systems (and that are made when a CLEC itself originates an order and sends it via the interface to BellSouth).

113. Second, as noted above, CLECs using Phase I EDI are not able to order all of the services that BellSouth now orders electronically to support its retail operations, but are limited to ordering business and residential POTS (including vertical features), PBX trunks, and DID trunks. Not only is Phase II EDI currently unavailable; even when it is fully implemented,

[74] Mr. Stacy's assertion that no CLEC has approached BellSouth about mechanizing the processes for ordering complex services is disingenuous. See Stacy OSS Aff., ¶ 65. BellSouth has insisted that the current process for ordering these services be followed. AT&T and BellSouth initiated a series of meetings beginning in June 1996 to explore the process for ordering complex services and how it might be mechanized. Despite these meetings, and despite requests by AT&T, BellSouth has not provided the data that is needed for mechanized ordering by AT&T.

Phase II will not provide ordering capabilities for Centrex-like services, ISDN services, MultiServ,"complex" services, and private line services other than Synchronet. Attachment 27 is a list of the services that could not be ordered via Phase I and II EDI combined.

114. Mr. Stacy suggests that the services that cannot be ordered electronically via the EDI interface are not commercially significant, because the services that would be available under EDI constitute approximately 80 percent of BellSouth's total basic local services operating revenues. Stacy OSS Aff., ¶ 58. The remaining revenues, however, are significant, both on a regionwide and statewide basis. Based on BellSouth's ARMIS reports, the services that cannot be ordered even through Phase II EDI accounted for approximately $1.6 billion in the BellSouth region, and $108 million in South Carolina alone, in 1997. The inability to order hundreds of millions of dollars of services via EDI can hardly be called "insignificant."[75]

115. Third, Phase I EDI does not provide real-time or even near real-time capability. BellSouth's Ordering Guides provide that new entrants can reach BellSouth's EDI interface by sending messages through one of three delivery methods: (1) one or more Value Added Network ("VAN") providers; (2) dial up port; or (3) private line connection using Connect:Direct software. All three delivery methods involve a batch process, whereby the orders

[75] These revenue figures are limited to customers who use the services only for local exchange service. The revenues attributable to the services that cannot be ordered via the EDI interface are even greater in the context of customers who wish to use those services for both local service and long-distance service. In that combined context, based on data in the ARMIS reports filed by BellSouth, I estimate that those services would have generated $5.8 billion for the entire BellSouth region, and $382 million in South Carolina alone, in 1997. By failing to enable CLECs to order these services via EDI, BellSouth has made itself the only efficient provider of local service plus long distance to businesses which purchase complex services.

are held in a "mail box" until BellSouth checks its mail. As a practical matter, this means that BellSouth will not process a new entrant's EDI order for up to 30 minutes after the new entrant has transmitted that order to BellSouth. See Stacy Aff., ¶ 62. During this delay, due dates requested by the CLEC may become unavailable, resulting in customer dissatisfaction as well as delay in the actual provision of service to the customer.

116. The use of batch processing for CLEC EDI orders is plainly a denial of parity, since BellSouth begins to process its own orders immediately, i.e., in real time, once the BellSouth agent transmits the order to the appropriate BellSouth ordering system. In its Interconnection Agreement with AT&T, BellSouth agreed to provide a different delivery method (a dedicated T1 private line facility using TCP/IP software) that reduces the delivery time sufficiently to be considered "near real-time." Interconnection Agreement, Att. 15, § 5.1.4. However, that facility is not yet in place, despite AT&T's requests, because BellSouth has not purchased the software needed to allow its EDI gateway to interface with the TCP/IP protocol and operate on an event-driven basis. Without this faster delivery method (which uses off-the-shelf standards-based solutions), BellSouth's EDI interface cannot provide new entrants with nondiscriminatory access to BellSouth's OSS.

117. BellSouth's argument that the batch process "can be adjusted to much shorter intervals" is unpersuasive. There is no reason why BellSouth cannot adjust its systems to provide near real-time receipt and delivery in all circumstances. Moreover, even if users of PC EDI can send their orders immediately, the orders will still be delivered through a batch process and subject to a wait as long as 30 minutes. Stacy OSS Aff., ¶ 62.

118. Fourth, the FOCs and completion notices ("CNs") that BellSouth sends to CLECs via the EDI interface do not carry the same level of detail as BellSouth's internal functional equivalents. The FOCs and CNs are simple, providing only notice that the order is confirmed or has been completed. As in the case of LENS, the CLEC using the EDI interface cannot view the service order as it appears on BellSouth's system. Because the order may have been modified by BellSouth after it was received from the CLEC, the CLEC representative has no way of knowing what services BellSouth actually installed for the CLEC's customer -- thus preventing the CLEC from ensuring that its customer receives the services that it requested at the time of installation. The CLEC instead is relegated to correcting problems after the service has been installed (and may learn of the problem only when the customer complains).

119. By contrast, BellSouth representatives know that when they release an order into BellSouth's systems (meaning that the order has survived all system edits), that order has been accepted. After that, BellSouth's representatives have full and immediate access to the order as it appears on BellSouth's systems and to information regarding the status of the order and the specific services that were ordered and installed. In short, the Phase I and Phase II EDI interface continues to deny new entrants the information necessary to provide the same level of customer service assurance as BellSouth provides to itself.

b. LENS

120. Mr. Stacy's testimony regarding the reliance of BellSouth on LENS as an ordering/provisioning interface in this proceeding is inconsistent. At one point in his testimony, Mr. Stacy indicates that BellSouth is not relying upon LENS to satisfy its obligations to provide

nondiscriminatory access for ordering and provisioning.[76] That is, in fact, the position that BellSouth's OSS witness has taken in recent state § 271 proceedings.[77] At other points in his testimony, however, Mr. Stacy cites LENS as an interface that CLECs may use for ordering both resale and UNEs, suggesting that BellSouth is relying on LENS in support of its application. Stacy OSS Aff., ¶¶ 56, 58-59. He also cites the capacity of LENS in support of his argument that BellSouth's ordering systems have sufficient ordering capacity to meet BellSouth's OSS obligations. Id., ¶¶ 119, 121, 125.

121. Regardless of the degree of BellSouth's reliance on LENS as an ordering and provisioning interface, LENS plainly cannot satisfy BellSouth's OSS obligations. Indeed, LENS has numerous deficiencies that preclude it from providing parity of access in the ordering and provisioning context. Those deficiencies are set forth in Attachment 19 to my affidavit. Mr. Stacy even acknowledges that LENS does not have the capabilities of the EDI interface -- which itself cannot satisfy BellSouth's OSS obligations. See id., ¶¶ 46, 56.

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[76] See Stacy OSS Aff., ¶ 46 ("The primary function of LENS is pre-ordering. Non-discriminatory access for ordering is supplied by the industry-standard Electronic Data Interchange (EDI) and Exchange Access Control and Tracking (EXACT) interfaces") (emphasis in original).

[77] See, e.g., Attachment 28, Deposition of Gloria Calhoun taken on August 22-23, 1997, in Docket No. 960786-TL, In re: Consideration of BellSouth Telecommunications, Inc.'s Entry into interLATA services pursuant to Section 271 of the Federal Telecommunications Act of 1996, Volume 2 (p. 160) and Volume 3 (pp. 214-215). Despite BellSouth's profession of non-reliance on LENS (except for pre-ordering) for purposes of its application, the SGAT's discussion of ordering and provisioning procedures for resellers refers to the BellSouth Resale Ordering Guide -- which includes both EDI and the "WEB Server" (i.e., LENS) as ordering and provisioning interfaces. See SGAT, p. 23; Resale Ordering Guide, Tab 14.